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and Housing Agency*

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STEVE HEMINGER  
*Executive Director*

ANDREW B. FREMIER  
*Deputy Executive Director*

**March 8, 2010**  
**REQUEST FOR QUALIFICATIONS**  
**for**  
**Internal Project Auditing Services**

Dear Auditing Firm:

The Bay Area Toll Authority (BATA) invites your firm to submit a Statement of Qualifications (SOQ) to provide auditing and reporting services.

This letter, together with its enclosures, comprises the Request for Qualifications (RFQ) for this project. Responses to the RFQ should be submitted according to the instructions outlined herein.

Any addenda to this RFQ that may be issued by BATA will be posted at <http://www.mtc.ca.gov/jobs/>; it is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

**SOQ Due Date**

Interested firms are asked to submit an original and six (6) hard copies of their SOQs meeting the requirements specified herein by 4:00 p.m. (PST), Monday, April 19, 2010. **SOQs received after that date and time will not be considered.** SOQs shall be considered firm offers to enter into a contract and provide the services described for a period of one hundred twenty (120) days from the date of submittal.

**BATA Point of Contact**

SOQs and all inquiries relating to this RFQ shall be submitted to the BATA Project Manager at the contact information shown below.

Susan Woo, Project Manager  
Bay Area Toll Authority  
Joseph P. Bort MetroCenter  
101 Eighth St.  
Oakland, CA 94607-4700  
Telephone: 510-817-5729; Fax 510-817-5934  
Email: [swoo@mtc.ca.gov](mailto:swoo@mtc.ca.gov)

**Background**

The Bay Area Toll Authority (BATA) was created by California statute in 1997 to administer toll revenue collections, as well as the financing of improvement programs, for the following seven state-owned toll bridges in the San Francisco Bay area. The bridges are the Antioch, Benicia, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco Oakland Bay Bridge (SFOBB), and San Mateo bridges.

## **Regional Measure 1 (RM-1) Program**

Bay Area voters approved RM-1 in 1988 and authorized a base toll of \$1 for all seven state-owned Bay Area toll bridges. The toll revenues collected from the operation of the Bay Area Bridges were designed to fund certain highway and bridge enhancement and improvement projects (the “RM-1 Capital Projects”), the on-going operations and maintenance of the toll facilities, bridge rehabilitation and operational improvement projects, and public transit and other congestion relieving activities on the Bay Area Bridges. The \$2.4 billion RM-1 program is approximately 93% complete with completion expected by 2011. The remaining project in the program is the Interstate 880/State Route 92 Interchange Reconstruction Project.

## **Seismic Retrofit Program (SRP)**

In 2005, California State Legislation approved Assembly Bill (AB) 144 which transferred certain Caltrans responsibilities to BATA. The responsibilities included consolidation of all the bridge revenue, including the state seismic dollar for the seven bridges, under BATA’s administration. The seismic dollar was formerly administered by Caltrans to be used to complete the \$8.7 billion SRP. The seismic program is approximately 70% complete with completion expected by 2014.

A complete list of the projects, budgets and construction issues can be found on BATA’s website <http://bata.mtc.ca.gov/reports.htm>.

## **Regional Measure 2 (RM2) Program**

In March 2004, voters passed Regional Measure 2 (RM 2), raising the toll for all vehicles on the seven State-owned toll bridges to fund various congestion-reducing transportation projects within the region, as identified in SB 916 (Chapter 715, Statutes of 2004). Specifically, RM 2 establishes the Regional Traffic Relief Plan and identifies \$1.6 billion in specific capital projects under Sections 30914(c) of the California Streets and Highways Code. The focus for these services is on 13 major capital projects, as included in Appendix A-1.

## **Auditing Services**

BATA is seeking SOQs from qualified firms to provide internal project auditing and reporting services related to the RM 1, RM 2, and SRP projects.

BATA is selecting a pool of auditors for a period of approximately five years. During the five-year term, BATA will select from the pool of firms to work on various audit projects. The total number of firms selected and the assignments of projects will be determined at the sole discretion of BATA.

## **Scope of Work, Schedule and Budget**

The work scope for this RFQ is described in *Appendix A, Scope of Work*. The performance period resulting from this RFQ is expected to begin on July 1, 2010 and extend through June 30, 2015. The initial five-year term is subject to annual budget approval and review as well as the right of BATA to terminate any engagement at any time with 30 days written notice. BATA, at

its sole discretion, may extend the performance period of any contract entered into during the five-year term up to two years.

The total budget for this project has not been established and will be determined as part of the annual agency budget.

### **Minimum Qualifications**

To be eligible to submit an SOQ, a firm must demonstrate that it meets the following minimum qualifications:

Firm must be a nationally recognized firm with a minimum of ten (10) years experience in providing comprehensive capital project auditing and reporting, government audits, as well as state construction projects which shall include:

- 1) Experience with independent audit and management reporting on capital projects in excess of \$500 million.
- 2) Demonstrated experience with reviewing, auditing and reporting on complex bridge, highway, and transit projects.
- 3) Experience evaluating, testing and auditing and validating construction support and overhead costs.
- 4) Demonstrated experience coordinating with state and federal transportation agencies.
- 5) Experience evaluating, testing and auditing project change orders.
- 6) Experience with multi-national construction and construction management firms.
- 7) Experience with project budgets.
- 8) Experience evaluating project and management responsibilities, management effectiveness and processing claims.
- 9) Assigned personnel with demonstrated experience in the following:
  - Construction accounting and auditing
  - Evaluation of construction contracts
  - Evaluation and development of construction claims
  - Construction management process review
  - Construction controls
  - Project planning and scheduling
  - Project management oversight
  - Dispute consulting
  - Risk assessment
- 10) Assigned personnel with staff qualifications, education and experience in the disciplines of building, accounting or construction.

## **Proposer's Conference and Requests for Exceptions**

A proposer's conference will be held on March 22, 2010 at 11:30 a.m. in the 2nd Floor Main Conference room at the offices Metropolitan Transportation Commission located on 101 8<sup>th</sup> Street, Oakland, California.

Requests for clarification/questions and requests for exception or modification to provisions in this RFQ must be received by 4:00 p.m. (PST), March 15, 2010. If exceptions or modifications to RFQ provisions are requested, please submit the form in *Appendix D, Requests for Exceptions or Modifications*. You may contact the BATA Project Manager for an electronic copy of *Appendix D*. Requests for clarifications and exceptions will only be addressed at the Proposer's Conference.

## **Form of SOQ**

Proposal content and completeness are most important to the overall evaluation. Clarity is essential and will be considered in assessing the proposers' capabilities. Each SOQ shall include the following:

### **A. Transmittal Letter**

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name, telephone number and email of a contact person if different from the signator. The letter should indicate that the SOQs are firm offers to enter into a contract and performed work related to this RFQ for a period of one hundred twenty (120) days from SOQ submission.

### **B. Title Page**

Title page showing the RFQ subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

### **C. Financials**

Firm must provide the most current and prior two years financial statements. The most current cannot be dated prior to 2008. Financials are subject to the California Public Record Act and will not be kept confidential.

### **D. Minimum Qualifications:**

A description of the firm's qualifications relative to the minimum qualifications listed above. The description shall be sufficiently detailed for the BATA Project Manager to determine whether your firm is in compliance with the qualifications.

### **E. Experience and Availability:**

1) Demonstrate that your firm has sufficient number of qualified and available staff dedicated to BATA's account. Identify key staff and their qualifications, their anticipated roles for the BATA account, (attach resumes as appropriate) and office location.

2) A description summarizing the firm's experience with each of the minimum qualifications described above with special emphasis on the following:

- List all projects over \$500 million, your firm's role in each project, as well as the role of other firms recommended for the project.
- All experience with major bridge projects.
- Specific role of staff members assigned and how team meets minimum qualification items #7 and #8.
- Role evaluating and auditing change orders and claims
- Experience with state construction programs, evaluating budget controls, overhead and support costs.

3) Describe your firm's role or "value added" component as it relates to a specific project.

4) Describe the availability of recommended staff and how you would recommend deploying resources for project assignment.

#### **F. Hourly Rates**

List the hourly rates of all recommended and potential staff members and describe other costs that would be passed on to BATA.

#### **G. References**

Provide four (4) references that will include name of firm, name of contact and title, and phone number.

#### **H. Forms**

Submit a signed Levine Act Statement (Appendix B).

#### **SOQ Evaluation**

The Project Manager, in consultation with the Office of General Counsel, will conduct an initial review of the SOQs for responsiveness. Any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Form of Statement of Qualifications may be considered responsive, if evaluation in every criterion is possible. **BATA reserves the right to request additional information from responsive proposers prior to evaluation. Responsive SOQs will then be evaluated to determine whether they meet the minimum qualifications.** Proposers failing to satisfy the minimum requirements in this RFQ will not be considered

**Responsive SOQs meeting the minimum qualifications listed above will then be evaluated by an evaluation panel, based on the following evaluation factors, listed in order of relative importance.**

- Firm and staff qualifications and experience with projects over \$500 million
- Experience with major bridge clients
- Experience with state construction programs, budget controls, overhead and support costs
- Experience with state change orders
- Client References

Following this evaluation, the project manager may elect to recommend award to one or more firm(s) or may develop a “short list” of firms or teams with a reasonable likelihood of being selected for the panel for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation.

The Project Manager will then recommend a list of final firms to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the BATA Oversight Committee for approval.

BATA reserves the right not to convene interviews and to recommend a panel of firms on the basis of written SOQs alone. Further BATA reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in proposals, and to request additional information from the proposers at any stage of the evaluation. BATA reserves the right to award contracts to firms placed on the panel based on the SOQs alone, or to refer to additional information from one or more firms.

### **Selection Disputes**

A firm may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor on the grounds that BATA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions;
2. No later than three (3) working days after the date the firm is notified that it failed to meet minimum qualifications or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the BATA Oversight Committee or the date the firm is notified that it was not selected, whichever is later, for objections to contractor selection.

Except with regards to the initial determination of non-responsiveness, the evaluation record shall remain confidential until the BATA Oversight Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the BATA Executive Director.

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm

by BATA's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting firm wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Oversight Committee's decision will be the final agency decision.

### **Selection Timetable**

4:00 p.m. (PST), March 15, 2010	Deadline for receipt of written requests for clarification and exceptions
11:30 a.m. (PST), March 22, 2010	Proposers Conference, Claremont Conference Room, Metropolitan Transportation Commission, 101-8 <sup>th</sup> St, Oakland, CA
4:00 p.m. (PST), March 8, 2010	Deadline for protest of RFQ provisions
4:00 p.m. (PST), April 19, 2010	Closing date and time for receipt of Proposal
Week of May 3, 2010	Interviews, if necessary
June 9, 2010	Recommendation to BATA Oversight Committee

### **General Conditions**

BATA reserves the right in its sole discretion not to enter into any contract as a result of this SOQ. BATA will not reimburse any firm for costs related to preparing and submitting a proposal.

Any award made will be to the Contractor whose proposal is most advantageous to BATA, based on the evaluation criteria outlined above.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

BATA reserves the right in its sole discretion to determine which Contractor's qualifications, experience, available resources and ability to perform the required services best suit each project. Pre-qualification of a Contractor by the Oversight Committee will not necessarily result in award of a contract.

A synopsis of BATA's contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with the procedures listed above.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within five (5) days of BATA's notice to firm that it is the successful proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

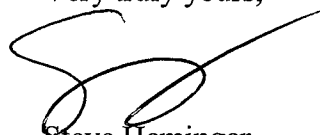
**All audit engagements will be conducted by separate engagement letter detailing the proposed services, reports and costs associated with each audit.**

#### **Authority to Commit BATA**

Based on BATA's staff evaluation, the Executive Director will recommend qualified firms to the BATA Oversight Committee, which has the authority to commit BATA to the expenditure of funds in connection with this RFQ.

Thank you for your interest.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Steve Heminger', written over a horizontal line.

Steve Heminger  
Executive Director

SH: SW

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## **APPENDIX A, SCOPE OF WORK**

Key activities anticipated for the auditor will include, but are not limited to, the following:

Task 1: Provide cost and compliance auditing

Task 2: Provide construction program evaluations, but not limited to:

- Cost management
- Schedule management
- Procurement management
- Risk management and financial controls
- Budget
- Administrative overhead calculations and assessments
- Contract processing
- Billing methods
- Cost and financial management

Task 3: Provide change order evaluation and approval process

Task 4: Perform project closeout audit with reports containing any findings recommendations, and management comments deemed appropriate to evaluate project cost and efficiencies

Task 5: Ongoing services as needed.

**APPENDIX A-1,  
SELECT 13 MAJOR PROJECTS**

Capital Program 30914(c) Project No.	Project Title	Project Sponsor(s)	RM2 Funding*** (thousands)	Total Bridge Toll Amount including RM2 (thousands)	Remaining unallocated Bridge Tolls as of June 30, 2009
4	Dumbarton Commuter Rail Service*	San Mateo TA, Capitol Corridor JPA, Alameda CMA, ACTIA	\$44,000	\$44,000	\$34,843
7	Solano County Corridor Improvements near I-80 / I-680 Interchange	Solano Transportation Authority	\$100,000	\$200,000	\$144,496
8	I-80 EB HOV Lane Extension from Route 4 to Carquinez Bridge	Caltrans	\$50,000	\$50,000	\$43,790
10	SMART Extension to Larkspur	Sonoma Marin Area Rail Transit District (SMART)	\$35,000	\$35,000	\$25,200
13	Rail Extension to East Contra Costa/E-BART	Contra Costa Transportation Authority and BART	\$96,000	\$268,000	\$201,150
22	Transbay Terminal/Downtown Extension*	Transbay Joint Powers Authority	\$150,000	\$353,000	\$199,122
23	Oakland Airport Connector	Port of Oakland and BART	\$78,000	\$109,000	\$10,000
24	AC Transit Enhanced Bus - Phase 1 (International Blvd/Telegraph Ave. Corridor)	AC Transit	\$65,000	\$65,000	\$43,343
25, 26, 27, 28	Commute Ferry Service Expansion	Water Emergency Transportation Authority	\$84,000	\$84,000	\$23,025
30	I-880 North Safety Improvements	Alameda County CMA, City of Oakland, and Caltrans	\$10,000	\$10,000	\$5,900
31	BART Warm Springs Extension**	BART	\$186,000	\$304,000	\$121,000
32	I-580 (Tri Valley) Rapid Transit Corridor Improvements	Alameda County Congestion Management Agency	\$65,000	\$176,000	\$135,100
36	Caldecott Tunnel Improvements	Contra Costa Transportation Authority	\$50,500	\$50,500	\$33,000

\* Could also include more focus/oversight on High Speed Rail given inter-relationship and possible impact of design/construction decisions on other project.

\*\* Could also include more focus on BART to Silicon Valley Rapid Transit Corridor as critical link between two projects.

\*\*\* Funding level as authorized in S&HC 30914(c) or as amended through MTC public hearing process.

**APPENDIX B**  
**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX C, SYNOPSIS OF PROVISIONS IN BATA STANDARD CONSULTANT AGREEMENT**

In order to provide bidders with an understanding of some of BATA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of BATA's standard agreement may be obtained from the Project Manager for this RFQ.

Termination: BATA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BATA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BATA will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, BATA may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BATA, less the costs to BATA of rebidding.

Insurance Requirement: See *Appendix C-1*.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of BATA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold BATA harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against BATA arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by BATA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BATA Data") made available to the Consultant by BATA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by the Consultant in the context of the Project shall be the property of BATA.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to BATA as a deliverable shall be the property of BATA. Consultant will be required to assign all rights in copyright to such Work Product to BATA.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No

substitution of personnel or substantial decrease of hours will be allowed without prior written approval of BATA.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of BATA. BATA is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BATA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BATA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

## APPENDIX C-1, INSURANCE REQUIREMENTS

**Minimum Insurance Coverages.** CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BATA's notice to firm that it is the successful proposer.</b>
<input type="checkbox"/>	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
<input type="checkbox"/>	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.  BATA, and its, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
<input type="checkbox"/>	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
<input type="checkbox"/>	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
<input type="checkbox"/>	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and

	any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BATA's notice to firm that it is the successful proposer.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than the date for protesting RFQ provisions. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.**

**APPENDIX D,  
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS**

<b>RFQ Section</b>	<b>Relevant Provision</b>	<b>Requested Action</b>
	1.	
	2.	
	3.	
	4.	
	5.	